

# 4

## **Trial Affidavit of Cheryl Barreca**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE PHARMACEUTICAL INDUSTRY  
AVERAGE WHOLESAL PRICE  
LITIGATION

THIS DOCUMENT RELATES TO:  
ALL CLASS ACTIONS

MDL No. 1456

CIVIL ACTION: 01-CV-12257-PBS

Judge Patti B. Saris

**TRIAL AFFIDAVIT OF CHERYL BARRECA**

I, Cheryl Barreca, pursuant to 28 U.S.C. § 1746, on oath, depose and state as follows:

1. My name is Cheryl Barreca. I live in Schaumburg, Illinois. I am 51 years old. I am single and live alone.
2. I was diagnosed with breast cancer in 1997. Around October of 2005 I learned that my breast cancer had returned.
3. During my first fight with breast cancer, I had surgery and had four sessions of chemotherapy that started in approximately December of 1997 and continued through about March of 1998. I fought my second battle with breast cancer in 2005 and early 2006 and am in remission again.
4. I have worked as a cashier for Dominick's Finer Foods for over 33 years. I have also been a member of the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund ("UFCW") for over 33 years.
5. I get medical benefits through my UFCW membership, which offers Dominick's employees a Preferred Provider Organization ("PPO") coverage with Blue Cross Blue Shield of Illinois ("BCBS IL"). UFCW has used this insurance throughout my 33 years of employment at Dominick's and membership in UFCW.

6. I have no other health or medical insurance other than this BCBS IL policy. I am not enrolled in Medicare, Medicaid, or Social Security and have never received benefits under those programs. I have no supplemental insurance. I have no other entity or person to help me pay my medical bills.

7. Based on the new UFCW union contract ratified in or around November 1, 2006, I am now required to pay a premium to get my health insurance from BCBS IL. This premium is withheld from my paychecks and I also have an annual deductible of \$250 with no co-payments with a \$2,000 out-of-pocket cap per year.

8. According to my memory, from the time I began working at Dominick's until the most recent UFCW contract, UFCW members did not have a premium taken out of their paychecks, but instead had to pay a deductible of \$200, with a \$1,500 out-of-pocket cap per year.

9. From the time I began working at Dominick's until approximately November, 2006, I was responsible for paying 20% of my medical bills, while UCFW, through BCBS IL, pays 80%.

10. Each time I visit a doctor, I receive a Medical Explanation of Benefits ("EOB") detailing the charges that have been covered by BCBS IL and those charges I will be responsible for myself. Typically a bill from the doctor's office for the portion I am responsible for will follow the EOB.

11. To the best of my knowledge, during the time period alleged in the Complaint I was administered and paid for the following drugs: Procrit, Rubex, Cytosan, Kytril and Dexamethasone Sodium.

12. I received a “cocktail of drugs” to treat my cancer. Accordingly, I do not specifically recall being given any particular drug, although some of the drug names sound familiar to me.

13. When I was in the midst of my chemotherapy, I never questioned my doctor about the cost of my chemotherapy drugs because I was concerned about doing whatever was necessary to save my life. I learned once I received the bills for my chemotherapy that the costs of the drugs were astronomical but the last thing a cancer patient wants to do is start arguing with her doctor or a pharmaceutical company about drugs that you hope will save your life.

14. I understand that case to be about drug manufacturers overcharging for their medicine, including those I received and paid for in connection with the treatment of my breast cancer.

15. I had to pay a lot of money out of pocket to get the drugs that would save my life. I do not believe it is right for the defendants to get additional money and profits from people who are relying on their pharmaceuticals for their health.

16. I believe the drug manufacturers are overcharging both insured and uninsured individuals, unions, and insurance companies, and these are the types of people I am hoping to represent in this case.

17. I understand that pharmaceutical companies need to make a profit, but it is too far out of reason, and they are making abundant profits for themselves at the expense of patients like myself.

18. I do not know how medical providers determine the amount they charge for their services and prescription drugs, nor do I know how BCBS IL determines how much it is willing

to pay for those services or drugs. I did not know at the time, and currently do not know, how my doctor determined the price he charged me for my chemotherapy drugs.

19. Before learning of this lawsuit from UFCW, I did not know what AWP was and had never heard of it before. I now know that AWP means the Average Wholesale Price. However, I do not know how it is calculated, who calculates it, or how it is used.

20. I had no knowledge that, for example, the manufacturer of Procrit, one of the drugs I took, was showing doctors profit calculations for prescribing Procrit. These calculations were based on the margin between AWP and the doctor's actual cost. I had no knowledge that these profits were derived from the difference between AWP and the Medicare allowable amount, or that it was more profitable for a doctor to get reimbursed for Procrit as opposed to Amgen's Aranesp. If, as a result of this type of conduct my co-payment was increased, I object to that conduct.

21. It is my personal opinion that whatever system is used as a basis for calculating my co-payment should be fair and accurate and not be subject to manipulation.

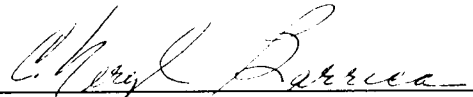
22. I took Rubex, Cytosan and Kytril. I understand that the manufacturers of those drugs are alleged to have published prices and then secretly offered their drugs at a lower price, providing a profit for the doctor. I understand that my payments were based on the higher published prices. If these facts are true, I feel it is unfair for drug companies to publish prices that have no real meaning.

23. I understand that defendants say that their published prices are like a sticker price on a car. However, to me a drug company that creates a false price knowing that my life depends on the drugs and that I must pay for them stands in different shoes than a car

manufacturer. In addition, I am not aware of any situation where a car manufacturer offers discounts of 30%, 60% or even over 300%.

I declare under penalty of perjury that the foregoing is true and correct.

Date: October 26, 2006

  
Cheryl Barreca

